

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. <b>W5001127B</b>		4. TYPE OF SOLICITATION SEALED BID (IFB) <input type="checkbox"/> [ ] NEGOTIATED (RFP) <input checked="" type="checkbox"/> [X]		5. DATE ISSUED	
7. ISSUED BY (Hand Carried/Courier Address)  <b>Environmental Protection Agency BID/PROPOSAL ROOM, 3rd Floor 499 South Capital Street Washington, DC 20003</b>		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)  <b>Environmental Protection Agency BID/PROPOSAL ROOM (3803F) 401 M Street, S.W. Washington, DC 20460</b>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 02:00 PM EDT local time 6/17/96  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LINDA C. JORDAN	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 260-9690
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> [ ] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> [ ] 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> [ ] 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE:
		<b>Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711</b>	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA		28. AWARD DATE
	(Signature of Contracting Officer)		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214(c)



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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.212-70)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 12,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Unless otherwise specified in the Work Assignment Action, within 15 calendar days after receipt of a work assignment, the Contractor shall submit one copy of a work plan to the Project Officer, one copy to the Work Assignment Manager, and one copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

If approved by the Project Officer, copies for the Project Officer and Work Assignment Manager may be submitted by fax or electronic mail, followed by hard copy. Unless otherwise specified by the Project Officer, the workplan shall be submitted in electronic form compatible with Agency's automated tracking systems as well as in print form.

Within 15 calendar days after receipt of the work plan, the Contracting Officer will provide written approval (conditions may be attached to the approval) or disapproval of it to the Contractor.

For WA amendments that delete tasks, the Contractor shall immediately stop work on the deleted tasks.

Unless otherwise specified in the Work Assignment Action, if the Contractor has not received approval on a work plan within 45 calendar days after its required submission date, the Contractor shall stop work on that work assignment action. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

**B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is \_\_\_\_\_.
- (b) The fixed fee is \_\_\_\_\_.
- (c) The total estimated cost and fixed fee is \_\_\_\_\_.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1994)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The contractor shall perform any IRM related work under this contract in accordance with the IRM policies set forth in this clause.

(c) IRM Policies, Data Standards, and Procedures: EPA IRM policies, standards, and procedures are set forth in the Directives noted below.

(1) Agency Directives.

- 2100 Information Resources Management Policy Manual
- 2140 Uniform Rulemaking Docket Manual
- 2160 Records Management Manual
- 2181 Operations and Maintenance Manual
- 2182 EPA System Design and Development Guidance
- 2190 Privacy Act Manual
- 2195 EPA Information Security Manual
- 2180.1 EPA Order--Chemical Abstract Services Registry  
Number Data Standard
- 2180.2 EPA Order--Data Standards for the Electronic  
Transmission of Laboratory Measurement Results
- 2180.3 EPA Order - Facility Identification Standard
- 7500.1A EPA Order - Minimum Set of Data Elements for  
Groundwater

(2) National Data Processing Division (NDPD) Directives

NDPD Operational Directives Manual. This document contains procedural information about the operation of the Agency's computing and telecommunications services. EPA Hardware and Software Standards. These standards have been established to ensure that the Agency's information technology components integrate properly into its technological infrastructure.

(d) Distribution. Documents listed in Section 1 above may be obtained from:

U.S. Environmental Protection Agency  
Printing Services and Mail Management Branch  
Mail Code: 3204  
401 M Street SW.  
Washington, DC 20460  
Phone: (202) 260-5797

The documents issued by NDPD noted in Section (2) above are included on the EPADOC CD-ROM. Other useful EPA documents are also available on this CD-ROM. Copies are available from:

Government Printing Office  
Superintendent of Documents  
Washington, D.C. 20402-9325  
Phone: (202) 783-3238

(When ordering, please specify stock number 005-000-00470-6. Credit cards are accepted.)

(e) Additional IRM Directives. Attachment(s) to this contract may include revised directives and directives otherwise not referenced in paragraph (c) of this clause. Compliance with these directives is as required under paragraph (b) of this clause.

(f) Change orders. In accordance with the Changes clause, the Contracting Officer may revise, delete, or add IRM directives. Any adjustment to this contract arising from such a change shall be in accordance with the procedures for an equitable adjustment under the Changes clauses.

**C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included at Attachment 1.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
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**F.2 Monthly Technical and Financial Progress Report**

The contractor shall furnish a combined monthly technical and financial progress report in accordance with Attachment 2.2.

**F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 10/1/96 through 9/30/97 inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.212-70, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (SEP 1990) ALTERNATE II (SEP 1990)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b)(1) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(b)(2) The invoice for a cost-reimbursement contract shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(c)(1) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(c)(2) The invoice for an indefinite delivery/indefinite quantity contract shall indicate charges by major categories such as labor, travel, equipment, subcontracts, and consultants. The charges for subcontracts shall be further

detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) Invoices must clearly indicate the period of performance for which payment is requested. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number (separate invoices shall be submitted for each delivery order).

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

### **G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost Policy and Rate Negotiation Section  
Procurement and Contracts Management Division  
(3804F)  
401 M St., S.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by

the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center  
Period  
Rate  
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center  
Period  
Rate  
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Mail Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Mail Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**G.5 OMB CIRCULAR A-133 AUDITS (EP 52.242-110) (DEC 1990)**

The Office of Management and Budget (OMB) issued Circular A-133, effective on its Federal Register publication date of March 16, 1990, to establish audit requirements and define Federal responsibilities for implementing and monitoring such requirements for institutions of higher education and other nonprofit institutions receiving Federal awards.

(a) Institutions of higher education and other nonprofit organizations which receive \$100,000 or more in a year in Federal awards, including cost-type contracts, grants, cooperative agreements, and loans, must have an audit made for that year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions."

(b) If the amount of Federal awards is more than \$25,000 but less than \$100,000, an audit must be made for that year, in accordance with Circular A-133, or must be made of each Federal award.

(c) Nonprofit organizations (including institutions of higher education) receiving less than \$25,000 in a year in Federal awards are exempt from these audit requirements but must make records available for review by appropriate EPA officials.

(d) Definitions of various terms are contained in Circular A-133. The following are provided for convenience.

(1) "Award" means financial assistance and Federal cost-type contracts used to buy services or goods for the use of the Federal Government. It includes awards received directly from the Federal agencies or indirectly through recipients. It does not include procurement contracts to vendors under grants or contracts used to buy goods or services. Audits of such vendors (subcontractors) shall be covered by the terms and conditions of the contract.

(2) "Nonprofit institution" means any corporation, trust, association, cooperative or other organization which (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses its net proceeds to maintain, improve, and/or expand its operations. The term "nonprofit institutions" includes institutions of higher education, except those institutions that are audited as part of single audits in accordance with Circular A-128, "Audits of State and Local Governments." The term does

not include hospitals which are not affiliated with an institution of higher education or State and local governments and Indian tribes covered by Circular A-128.

**G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned \_\_\_\_\_. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

#### (a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, phototypesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

#### (b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

#### (c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or

final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (APR 1984)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting

Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

**H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)**

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	04/01/97	09/30/98
Option Period II	04/01/98	09/30/99
Option Period III	04/01/99	09/30/00
Option Period IV	04/01/00	09/30/01

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
-----	-----
Option Period I	12,000
Option Period II	12,000
Option Period III	12,000
Option Period IV	12,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
-----	-----	-----	-----
-----	-----	-----	-----

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

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**H.5 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)  
(APR 1984)**

By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours)
-----	-----
BASE Period	6,000
Option Period I	6,000
Option Period II	6,000
Option Period III	6,000
Option Period IV	6,000

The Government may issue a maximum of 6 orders to increase the level of effort in multiples of 1,000 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

**H.6 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards

to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.7 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.8 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)**

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

- (1) The number of agreements in effect; and
- (2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

**H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.10 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)**

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

#### **H.11 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

#### **H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above

limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.14 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (APR 1996)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 401 M Street, SW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall submit a certification statement to the Director of the EPA OPPT/Office of Program Management and Evaluation, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the

Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

#### **H.15 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other

entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.16 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.17 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

Deputy Project Manager:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.18 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.19 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

#### **H.20 TREATMENT OF CBI**

The following applies to all tasks requiring the contractor to have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that EPA has followed all necessary procedures under 40 CFR Part 2, Subpart B, including providing when necessary prior notice to the submitter of disclosure to the contractor.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE Listing Contract Clauses Incorporated by Reference

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	SEP 1990	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	OCT 1995	AUDIT AND RECORDS--NEGOTIATION
52.215-23	OCT 1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-25	OCT 1995	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-39	FEB 1995	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.216-7	JUL 1991	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-16	OCT 1995	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-8	OCT 1995	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-9	OCT 1995	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1995	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS DEVIATION

52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.223-14	OCT 1995	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	MAY 1992	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-7	APR 1984	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	JAN 1991	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
52.233-1	OCT 1995	DISPUTES
52.233-3	OCT 1995	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	OCT 1995	CERTIFICATION OF INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.246-25	APR 1984	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-- MODIFICATION (FAR 52.203-9) (SEP 1995)**

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

**CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION**

(1) I, \_\_\_\_\_[Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of the Officer or Employee Responsible  
 for the Modification Proposal and Date

\_\_\_\_\_  
 Typed Name of the Officer or Employee Responsible  
 for the Modification Proposal

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990.  
 Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this

modification.

**I.3 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) DEVIATION**

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local

government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal,

or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided

such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties

as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### **I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (MAY 1995) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered, with 20% postconsumer material applies to other uncoated printing and writing papers such as writing and office paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

#### **I.5 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

##### **(a) Invoice Payments.**

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment

amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if

requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the

invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

**I.6 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2) (FEB 1995)**

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if-

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$10,000 or of any

items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$10,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation .

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17, Incentive Price Revision--Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

#### **I.7 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (APR 1984)**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

#### **I.8 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (FEB 1995)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWATS, 18th & F Streets, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**I.10 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	Attachment 1 Statement of Work
2	Attachment 2 Reports of Work
3	Attachment 3 Minimum Standards for EPA Contractors' Conflict of Interest (COI) Plans
4	Attachment 4 Small Business and Small Disadvantaged Business Model Subcontracting Plan Outline
5	Attachment 56 Past Performance Questionnaire

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**K.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (SEP 1995) ALTERNATE I (SEP 1990)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

**CERTIFICATE OF PROCUREMENT INTEGRITY**

(1) I, \_\_\_\_\_[Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any

information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of

\_\_\_\_\_[Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

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(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

\_\_\_\_\_  
Signature of the Officer or Employee Responsible  
for the Offer and date

\_\_\_\_\_  
Typed Name of the Officer or Employee Responsible  
for the Offer

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed

certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible

violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting

Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)**

##### **(a) Definitions.**

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

##### **(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN: has been applied for.

☐ TIN: is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.5 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)**

(a) Representation. The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 52 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the certificate described in paragraph (c) of this provision.

(c) The certificate must contain the following:

(1) Name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful offeror.

(3) A description of the nature of the services rendered by or to be rendered on the instant contract.

(4) The name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the certification, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable.

(5) A statement that the person who signs the certificate has made inquiry and that, to the best of his or her knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract, or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer or his or her representatives.

(6) The signature, name, employer's name, address, and telephone number of the person who signed the certificate.

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

#### **K.8 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)**

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

#### **K.9 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**K.10 PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____
_____	_____

**K.11 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1 ) (OCT 1995)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8999 Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) *Definitions.* Small business concern, as used in this provision, means a

concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

## **K.12 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking

lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE  
SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATIONS OF  
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### **K.13 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.14 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.15 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.16 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1995)**

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee

including the offeror/contractor.

(b) By submission of its offer, the offeror, (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(I) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(I) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

(I) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(I).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.17 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1995)**

(a) The offeror, by signing this offer, certifies that--

(NOTE: The offeror must check the appropriate box(es).)

[ ] (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

[ ] (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

[ ] (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

[ ] (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

[ ] (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

[ ] (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

**K.18 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (NOV 1993)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one

copy to the cognizant Administrative Contracting Officer (ACO), and (ii) One copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately

submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES    ☐ NO

### K.19 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

### K.20 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76)

(APR 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name: .....

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept): .....  
.....

(c) Telephone Number: .....

(d) Individual(s) to contact re this proposal: .....  
.....

(e) Cognizant Government:

Audit Agency: .....

Address: .....

Auditor: .....

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime  
contracts and subcontracts: \$.....

Government fixed-price prime contracts  
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....  
 (h) Date Company Organized: .....

(i) Manpower:

Total Employees: .....

Direct: .....

Indirect: .....

Standard Work Week (Hours): .....

(j) Commercial Products: .....

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Actual Cost	Estimated/ Cost	Standard
Estimating System			
Job Order		.....	.....
Process		.....	.....
Accumulating System			
Job Order		.....	.....
Process		.....	.....

Has your cost estimating system been approved by any Government agency?

Yes ..... No .....

If yes, give name and location of agency: .....

.....

Has your cost accumulation system been approved by any Government agency?

Yes ..... No .....

If yes, give name and address of agency: .....

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits	.....	.....
Overhead	.....	.....
G&A Expense	.....	.....
Other	.....	.....

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes ..... No .....

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department .....  
Contracting Department .....  
Other .....

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes ..... No .....

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes ..... No .....

If yes, name and location of the Government agency:

.....

Period of Approval: .....

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes ..... No .....

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes ..... No .....

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes ..... No .....

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes ..... No .....

**K.21 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.22 CONTROL AND SECURITY OF TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-74) (APR 1996)**

The offeror certifies that--

--the Contractor and its employees have read and are familiar with the requirements for the control and security of Toxic Substances Control Act confidential business information contained in the manual entitled "Toxic Substances Control Act Confidential Business Information Security Manual." (See also 1552.235-78 elsewhere in this solicitation.)

**K.23 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations,  
Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

#### **NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-9	JUL 1995	SUBMISSION OF OFFERS
52.215-10	JUL 1995	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	JUL 1995	FAILURE TO SUBMIT OFFER
52.215-16	OCT 1995	CONTRACT AWARD ALTERNATE II (OCT 1995)
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

### **L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

### **L.3 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)**

(a) The standard industrial classification (SIC) code for this acquisition is 8999 Services.

(b)(1) The small business size standard is \$3.5M.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

### **L.4 SERVICE OF PROTEST (FAR 52.233-2 ) (OCT 1995)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General

Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Linda C. Jordan

Hand-Carried Address:

Environmental Protection Agency  
499 South Capital Street  
Washington, DC 20003

Mailing Address:

Environmental Protection Agency  
401 M Street, S.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

**L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject

to negotiation.

**L.7 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)  
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 10/1/96 and that the required effort will be uniformly incurred throughout each contract period.

**L.8 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS**

(a) Technical proposal instructions. There is a 100 page limit on technical proposals, 60 pages for paragraphs (i) and (ii) and 40 pages for (iii). Page size shall be 8-1/2 by 11 inches with type size not less than 12 point, single spaced (type size limits do not apply to Tables and Figures provided they are clear and readable). The following are not included in the proposals 100-page limit: 1) Resumes; 2) List of projects and synopses of relevant projects from the past three years required for past performance evaluations (maximum one page per project); 3) 1-page cover letter, required certifications, 1-page commitment letters, report covers, tables(s) of contents, title pages, section dividers, blank pages.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions. The technical proposal shall address how the contractor will accomplish the tasks set out in the statement of work. In addition, technical proposals shall follow and be organized consistent with the order of the technical evaluation criteria in Section M and shall include information addressing each of the criteria to enable EPA to evaluate the offeror's response to each of the technical evaluation criteria.

(i) Past Performance Information must be provided in accordance with the Section L provision. In addition, the following Tables are required to be submitted as part of the proposal.

Project list and synopses

-----  
(A) Offerors must provide a list of past projects (for past performance evaluation) to facilitate locating detailed project descriptions, consisting of the following (Does NOT count in proposal page limit):

1. name of performing contractor
2. client name
3. project subject matter
4. page number or sequential project number in this proposal

(B) Offerors must provide a synopsis for each project required for past performance evaluation (maximum one page per project) with at least the following information (the synopsis does NOT count in

the proposal page limit):

1. performing contractor(s)
2. project title and brief description
3. project date(s)
4. client name and organizational unit
5. client contact person for reference: name, phone, address
6. project director or principle investigator at contractor

(ii) Expertise and Facilities. The offeror shall submit information addressing the following areas pertaining to corporate expertise and availability of facilities and personnel:

(A) Company Qualifications and Experience

Corporate technical and managerial competence and experience of the prime contractor, subcontractor(s), and consultant(s).

(B) Facilities and Data Resources

Staff access to computer resources, communications networks, on-line database services, and other information resources. Capability to deliver detailed financial, progress, and technical reports in formats compatible with the Agency's evolving automated environment. Accessibility of corporate resources to this project, including geographic location and facilities for rapid transfer of communications and expert consultation.

(C) Expertise and Availability of Proposed Project Manager and Deputy Project Manager - Key Personnel.

Demonstrate availability of Key Personnel. If availability of in-house personnel in some areas can not be demonstrated, provide names and commitment letters for subcontractors or consultants who will be used to satisfy the contract requirements.

1. MANAGEMENT EXPERTISE. Describe expertise of Key Personnel in managing numerous research projects simultaneously, with each project having required a team consisting of up to ten or more professionals with diverse expertise. Describe expertise in responding to changes in program priorities and schedules, and quick-turnaround assignments.
2. TECHNICAL QUALIFICATIONS. Describe expertise of Key Personnel relevant to the Statement of Work and similar relevant projects.

(D) Demonstrate Expertise and Availability of Proposed Project Staff

Expertise and availability of specific staff members (other than the project manager and deputy project manager) and

subcontractors in the following areas:

1. MANAGEMENT EXPERTISE. Expertise in successfully managing research projects requiring teams consisting of up to ten or more professionals with diverse skills and expertise. Expertise in responding to changes in program priorities and schedules, and quick-turnaround assignments.
2. ECONOMICS. Expertise in performing economic analysis on topics related to the statement of work, including the following: (1) environmental benefit-cost analysis and benefits valuation; (2) industrial organization; financial analysis; business decision making; (3) statistics; econometrics; decision making under uncertainty; (4) market incentives; economics of information; economics of innovation; international trade; (5) expertise with spreadsheet, statistical, database, and other software for performing economic analyses.
3. CHEMICAL INDUSTRY AND OTHER SECTORS. Expertise in the economics of the chemical industry and other sectors affected by OPPT actions; knowledge of chemical and biotechnology markets affected by TSCA; knowledge of data sources; expertise in conducting on-line searches for information;
4. PRODUCTION AND R&D PROCESSES. Expertise in developing engineering cost analyses of alternative approaches to pollution prevention and control, including, for example, chemical substitution, engineering controls, abatement methods, process changes, and containment of genetically engineered microorganisms. Expertise in analyzing company regulatory compliance programs, decision processes, and R&D processes;
5. SURVEYS. Expertise in developing and conducting limited interview programs (e.g. up to twenty interviews) and large surveys with sample sizes of up to one thousand.
6. WRITING, EDITING, PRESENTATIONS, AND MEETING TECHNICAL SUPPORT. Expertise in editing technical documents, using suitable report and presentation style, and conveying ideas clearly and logically; presenting clear oral briefings; providing analytical and other technical (as opposed to logistical) support for meetings on topics related to the Statement of Work, such as creation of draft agenda, informational materials, and proceedings summaries. Expertise

with word processing, desktop publishing, presentation packages, communications, and other software for preparing and communicating reports and briefings.

(E) In addition to a narrative description that address each of the aforementioned areas the offeror must provide the following tables which pertain to corporate qualifications and expertise:

1. Availability and expertise of personnel

-----  
Provide a table which summarizes at least the following information for EACH level 3 and level 4 staff proposed. (This table counts in the proposal page limit.)

- a. company, professional level, person's name, principle role in contract, education (for example, most advanced degree), years of experience;
- b. areas of expertise;
- c. a list of other projects in which personnel are involved with their respective termination dates.
- d. for each of the first three contract periods, the percentage of time expected to be devoted to this contract.

2. Summary of corporate qualifications

-----  
Provide a table summarizing corporate qualifications, including at least the following information (this table counts in the proposal page limit).

- a. company name;
- b. location of offices that will perform the contract;
- c. company areas of expertise.

(iii) Sample Work Assignments. Offerors must prepare a workplan for each of the sample work assignments in accordance with the directions given in paragraph B below:

(A) Introduction

The EPA's Office of Pollution Prevention and Toxics (OPPT) requires economic analysis support relevant to EPA decision making affecting toxic substances, covering a broad range of tasks, from market data collection to formal benefit-cost analysis. The sample work assignments correspond to several of these types of activities. Responses to the hypothetical work assignments given below will allow EPA to evaluate the proposer's knowledge of the relevant regulatory framework, research capabilities, and ability to apply appropriate effort to this type of work assignment.

The objectives of each work assignment are listed along with an indication of the typical resource limitations for actual work assignments of that type. Each work assignment is independent and the relevant particulars are listed in each section.

The responses may take into account availability of information at EPA. OPPT's Regulatory Impacts Branch maintains a collection of publications and reports describing chemical markets, including industry directories, buyers guides, market research reports on specific chemical industry sectors, and SRI International's Chemical Economics Handbook (CEH). CEH and other proprietary reports may be used on-site for work under this contract, but may not be photocopied or taken off-site. The OPPT library and the OPPT Public Docket, both located at EPA D.C. headquarters, also contain materials related to chemical markets.

(B) Directions

For each hypothetical work assignment, prepare a workplan that describes how you would perform the tasks (i.e., how you would respond to task requirements, not an actual response). Do NOT present estimated dollar costs. Also, do NOT include workplan preparation time in the total proposed hours.

The responses for the hypothetical work assignments must be independent of each other and THE COMBINED RESPONSES MUST BE NO MORE THAN FORTY (40) SINGLE SPACED PAGES, including all text, tables, figures, references etc. The responses must include the following:

1. Discussion of key issues and analytical methodology. When theoretical considerations are significant, the advantages of the proposed approach should be noted.
2. Discussion of needed data or other information, and how it may be gathered. An assessment of the expected limitations of the results in view of any relevant practical and theoretical considerations, including anticipated data and budget problems. An outline of what steps might be taken to improve the expected results given any limitations discussed in #1 above.
3. A schedule and description of the approach proposed to complete tasks while staying within the stated resource and time limits, including a description of methods to assure high quality analysis and writing in deliverables. Identification of Task Team Members by name, background, role in the project, and expected hours for each individual, by task. Since the contractor will be asked to simultaneously perform many work assignments under this contract, FOR HYPOTHETICAL WORK ASSIGNMENT 2, PROPOSE A SEPARATE TEAM THAT DOES NOT OVERLAP WITH WORK ASSIGNMENT 1. IN ADDITION, FOR WORK ASSIGNMENT 2 AN ALTERNATIVE NON-OVERLAPPING TEAM MUST BE PROPOSED.

W5001127B

Sample Work Assignment No. 1  
Hypothetical Chemical "Xchem" and Substitutes

NOTE: The products in this work assignment are entirely fictional.

BACKGROUND

The Office of Pollution Prevention and Toxic Substances screens chemicals for possible regulatory or non-regulatory actions to reduce health and environmental hazards. Market descriptions are needed as one input to the screening process, including identification of alternative chemicals or processes that might substitute for each other.

Assume that OPPT is examining xchem, a toxic chemical used only in the production of a new burglar-resistant plastic glazing for buildings. The new plastic can also be produced through a process that does not use xchem. Construction industry use of the new plastic is growing rapidly because it is inexpensive and tough, and does not discolor over time.

OPPT wishes to examine both xchem and technologies that may directly or indirectly substitute for xchem. Among other concerns, EPA does not want to cause manufacturers to shift to more harmful alternatives. EPA will use the results of this work assignment, together with exposure and hazard information developed by EPA scientists, to assess risks and plan its next step affecting xchem, such as further OPPT study, non-regulatory actions to encourage voluntary industry pollution prevention, rulemaking under Section 6 of TSCA, or no further action.

Allow up to 300 professional Level of Effort hours for this work assignment. (Do not include workplan preparation time in the 300 hours.)

TASKS

TASK 1. PREPARE A DRAFT ECONOMIC REPORT

Prepare a draft report describing the market and trends for xchem and its direct and indirect substitutes in building glazing applications, including substitute chemicals, processes, and end products. The report shall describe the following:

1. Name and CAS Registry number of each substitute;
2. Identity and location of U.S. producers and importers of xchem and substitutes;

3. Volume of U.S. production, consumption, imports, and exports, for xchem and substitutes, over the past three years and projected for the next three years:

a. Total volumes for xchem and each substitute in all markets;

b. Volumes for xchem and each substitute represented by the building glazing market;

4. Price of xchem and direct or indirect substitutes;

5. Each major subcategory of use within the building glazing market including:

a. Type use and Standard Industrial Classification (SIC) for each subcategory;

b. Production volumes of xchem and each substitute for each subcategory;

c. Name, manufacturing locations, and use volume of corporate customers for xchem and substitutes.

6. Economic feasibility of the direct and indirect substitutes in each use within the building glazing market, taking into account factors such as price, performance, and relative quantities required to substitute one chemical or product for another;

7. Trends in the market for xchem affecting the future volume and nature of use for xchem and substitutes.

Deliverable: One copy of draft report, due eight weeks after EPA approves the workplan

#### TASK 2. REVISE THE DRAFT REPORT AND PREPARE A FINAL REPORT

Revise the draft report in response to comments from the EPA Work Assignment Manager. For the purpose of costing out this workplan, assume that 50 hours will be required to respond to WAM substantive and editorial comments.

Deliverables: Ten print copies of the final report, due four weeks after the WAM provides comments on the draft report.

Sample Work Assignment No. 2  
Regulatory Impact Analysis for Chemical X

Note: The product and risks described in this sample work assignment are entirely fictional.

I. BACKGROUND

This model Work Assignment focuses on benefits assessment, value of information, and effects on innovation.

Assume that OPPT has identified hazardous chemical X for which it wishes to take regulatory or non-regulatory action to reduce risks. Chemical X is already reported on the Toxic Release Inventory (TRI). Chemical X is used primarily by small and medium size companies that manufacture an item sold to computer manufacturers. Several processes in use or under development compete with the process that requires chemical X. Risk-related characteristics are as follows:

- \* Manufacturers using the chemical are located throughout the U.S. There are significant releases to surface waters, including rivers in National Parks. There are no significant air emissions.
- \* Aquatic toxicity is a concern; the chemical accumulates in fat and may have contributed to a decline in populations of some fisheries. It may also affect wildlife in National Parks and elsewhere, through food chain effects.
- \* In humans, chemical X causes headaches, hypertension, and possibly reproductive effects. Parts of the public are exposed through drinking water.

OPPT is considering three options:

(1) Baseline Option -- OPPT continues current policies; it does not introduce any new regulations or new information programs affecting this chemical. It continues prior requirements such as reporting on the Toxic Release Inventory.

(2) Information Option -- OPPT introduces a new information program for chemical X. Assume that EPA will spend \$1,000,000 on the program over five years. Industry participation is voluntary. Under this option, EPA would develop information describing comparative environmental risks, costs, and performance of chemical X and substitute technologies.

EPA would provide this information through detailed technical reports, fact sheets, case studies, and presentations and booths at trade shows. Information would be available on the Internet as well as in print form.

(3) Economic Incentives -- EPA imposes a fee on the production of chemical X.

## II. TASKS

Prepare a report to assist EPA in comparing the Information and Incentives options with the Baseline Option, addressing these economic issues:

1. Compare the effects of the three options on industry behavior impacting on environmental protection. Include effects on innovation that might impede or aid environmental protection.
2. Compare the effects on environmental benefits. Include changes in exposure, health and ecological effects, and valuation of ecological and health effects.
3. Prepare an economic analysis that compares the overall social net benefits of the three options.

Level of Effort: The Level of Effort is estimated at 2000 hours of direct professional time, not counting hours needed to prepare the workplan.

Deliverables: A final report is due one year after EPA approves the workplan.

(b) Cost or pricing proposal instructions. In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

- (1) General - Submit cost or pricing information on Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:

(i) clearly identify separate cost or pricing information associated with any:

(A) Option to extend the term of the contract;

(B) Options for the Government to order incremental quantities

(2) Direct Labor.

(i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.

If individual rates are used, provide the employee's name. If specific individual are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(ii) State whether any additional direct labor (new hires will be required during the performance period of this acquisition. If so, state the number required.

(iii) With respect to educational institutions, include the following formation for those professional staff member whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable.

(iv) Uncompensated Overtime Policy

The Offeror shall submit its corporate policy on Uncompensated Overtime or "standard" work weeks that exceed 40 hours per week, if any, for professional employees. The Offerors shall also describe any deviation from its corporate policy in developing direct labor rates for this contract.

(3) Indirect costs (overhead, general, and administrative expenses). If your rates have been recently approved, include a copy of the agreement.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable

indirect costs and fee.

(5) Consultant service.

Identify the contemplated consultants. State the amount of service estimated to be required.

(6) Equipment (not including special equipment).

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

(7) Other Direct Costs.

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

**L.9 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000) proposed subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

(1) Name of contracting activity.

- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract; demonstrate similarity with this contract.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone.
- (9) Program manager and telephone.
- (10) Administrative Contracting Officer, if different from #8, and telephone.
- (11) List of major (over \$500,000) subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

#### **L.10 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

#### **L.11 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### **L.12 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)**

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for

these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

	Period -----	Base Amount -----	Optional Amount -----
P-1			
	BASE Period	2,400	1,200
	Option Period I	2,400	1,200
	Option Period II	2,400	1,200
	Option Period III	2,400	1,200
	Option Period IV	2,400	1,200
P-2			
	BASE Period	3,600	1,800
	Option Period I	3,600	1,800
	Option Period II	3,600	1,800
	Option Period III	3,600	1,800
	Option Period IV	3,600	1,800
P-3			
	BASE Period	4,200	2,100
	Option Period I	4,200	2,100
	Option Period II	4,200	2,100
	Option Period III	4,200	2,100
	Option Period IV	4,200	2,100
P-4			
	BASE Period	1,800	900
	Option Period I	1,800	900
	Option Period II	1,800	900
	Option Period III	1,800	900
	Option Period IV	1,800	900

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

#### DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

#### PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance,

necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Senior Economist  
Normal Qualifications: Ph.D. Degree or equivalent; and  
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Task Manager, Senior Economist, Group Leader  
Normal Qualifications: Masters Degree or equivalent; and  
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment coordinates the activities of research assistants. Assignments are varied and require some originality and ingenuity.

Typical Title: Economist, Analyst  
Normal Qualifications: B.A. or B.S. Degree or equivalent; and  
Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Research Assistant  
Normal Qualifications: B.A or B.S. Degree or equivalent; and  
Experience: 0-3 years

#### Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.A or B.S. Degree.

(2) A B.A. or B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.A. or B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

**L.13 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)**

For evaluation purposes, offerors shall propose the following amounts for the base period. Propose these same amounts, escalated by 4% over the amount in each preceding period, in each option year. If it is normal practice to treat these costs as indirect, exclude the appropriate amount(s) and explain why the cost was excluded.:

Cost Category -----	Base Amount -----	Optional Amount -----
BASE Period		
Computer related expenses including data bases, on-line searches and supplies (but excluding general office automatin)	\$ 4,800	\$2,400
Travel (local and long distance)	\$ 6,000	\$3,000
Telephone/delivery/Communications	\$ 8,400	\$4,200
Reproduction	\$ 4,800	\$2,400
Other ODC's	\$ 9,000	\$4,500

**L.14 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: \_\_\_\_\_

(b) 8(a) Program: Not Applicable

**L.15 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)**

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-009.

**L.16 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EP 52.219-130) (SEP 1994)**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

(c) A Protege must be a small disadvantaged business (SDB) as defined under Federal Acquisition Regulation (FAR) 19.000, and a small business for the purpose of the Small Business Administration (SBA) size standard in the Standard Industrial Code (SIC) applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.

(d) A Protege firm may self-certify to the offeror that it meets each of the eligibility requirements above. The offeror may rely in good faith on a written representation of a business concern that such business concern meets the requirements set forth in paragraph (c). Where there may be a concern regarding the Protege firm's eligibility to participate in the Program, the Protege's eligibility will be determined by the Contracting Officer in consultation with the Small Business Administration.

(e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship.

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. Costs incurred by the offeror in fulfilling the agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the SIC code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program.

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approval Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, the

offeror will be advised by the Contracting Officer whether their application is approved or rejected. The Contracting Officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), 52.244-2(b)(2)(iii) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) and 52.244-2(b)(2)(iv) for cost or price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable on a direct basis to the contract. Unless EPA is the responsible audit agency under FAR 42.703, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program.

The application for the Program shall be submitted to the Contracting Officer, and to the OSDBU at the following address:

Senior Program Office for Direct Procurement  
Office of Small and Disadvantaged  
Business Utilization  
U.S. Environmental Protection Agency  
401 M Street, S.W. (A-149C)  
Washington, D.C. 20460  
Telephone: (703) 305-7305  
Fax: (703) 305-6462

#### **L.17 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

#### **L.18 Disclosure Statement for Organizational Conflicts of Interest**

(a) Section K provision, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether or not it is aware of any potential organizational conflict of interest. If the offeror is aware of any potential conflict of interest, the Section L provision, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any present or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) The Agency has determined that a firm that has activities or relationships with other persons in the chemical industry has a significant potential conflict of interest in relation to the requirements of this solicitation. Also, potential conflict exists for firms which manufacture chemicals.

(c) In addition, a potential organizational conflict of interest may exist with firms that provide consulting and/or technical services to firms in the chemical industry. Likewise, a potential COI would exist if the contractor acts in a consulting or advisory capacity with, or for, firms trying to overturn or circumvent the regulations, the development of which is supported by analyses under this contract.

(d) Firms responding to this solicitation are required to disclose such business relationships and activities. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflicts can be avoided, mitigated, or neutralized. The Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(e) The purpose of requiring the information covered by paragraph (d) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. In summary the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

#### **L.19 SUBMITTAL OF CONFLICT OF INTEREST PLAN**

Offerors shall submit an Organizational Conflict of Interest (OCOI) Plan which identifies the procedures in place to identify and report COIs, whether

actual or potential, that arise or may arise, throughout the period of performance of the contract. The plan shall address step by step the checks and balances in place to detect potential or actual COI, organizationally and with personnel, in accordance with the Minimum Standards for Conflicts of Interest Plans at Attachment 3.

The Organizational Conflict of Interest Plan shall be negotiated within the time specified by the Contracting Officer and incorporated into any resulting contract. The plan shall be evaluated in accordance with the provision in Section M entitled "Evaluation of Conflict of Interest Plan". The Plan will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to any other evaluation factor, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award.

Inclusion of a "Limitation on Future Contracting" (LOFC) clause to the COI Plan and to the contract may be required in order to make an offer acceptable.

Offerors shall review Section L provision entitled, "ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION" prior to the preparation of the Organizational Conflict of Interest Plan.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 EPA SOURCE SELECTION AND EVALUATION PROCEDURE - NEGOTIATED PROCUREMENTS**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

### **M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (APR 1984)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Technical Evaluation Criteria

Each offeror's proposal (including the prime, subcontractor, and consultant performance capabilities and resources) will be technically evaluated in accordance with the evaluation criteria listed below. A maximum of 1,000 points will be distributed among the following technical criteria:

(1) Past Performance (250)

The offeror shall be evaluated on the extent to which it demonstrates quality of past performance, timeliness of past performance, effectiveness of management, initiative in meeting requirement, response to technical direction, responsiveness to performance problems, compliance with cost estimates, and customer satisfaction, which are indicators of the degree of risk associated with its performance of this proposed contract. In the case of an offeror on which relevant past performance information is not available, the offeror may not be evaluated favorably or unfavorably on the fact of past contract performance and shall receive a neutral evaluation for this factor.

(2) Expertise and Facilities (450)

(i) Company Qualifications and Experience (50)

Offerors will be evaluated on the extent to which they demonstrate the corporate technical and managerial competence and experience of the prime contactor, subcontractor(s), and consultant(s).

(ii) Facilities and Data Resources (30)

Offerors will be evaluated on the extent to which they demonstrate (1) staff access to computer resources, communications networks, on-line database services, and other information resources, (2) capability to deliver detailed financial, progress, and technical reports in formats compatible with the Agency's evolving automated environment and (3) accessibility of corporate resources to this project, including geographic location and facilities for rapid transfer of communications and expert consultation.

(iii) Expertise and Availability of Proposed Project Manager and Deputy Project Manager.

The proposed Project Manager and Deputy Project Manager who are identified to work on this contract will be evaluated based on the following criteria: (100)

(A) MANAGEMENT EXPERTISE. Expertise in managing numerous research projects simultaneously, with each project requiring a team consisting of up to ten or more professionals with diverse expertise. Expertise in responding to changes in program priorities and schedules, and quick-turnaround assignments. (60)

(B) TECHNICAL QUALIFICATIONS. Expertise relevant to the Statement of Work and similar projects. (40)

(iv) Expertise and Availability of Proposed Project Staff (270)

Proposed personnel who are identified to work on the contract will be evaluated on the knowledge, background work experience and training in the following areas:

(A) MANAGEMENT EXPERTISE. Expertise in successfully managing research projects requiring teams consisting

of up to ten or more professionals with diverse skills and expertise. Expertise in responding to changes in program priorities and schedules, and quick-turnaround assignments. (20)

- (B) ECONOMICS. Expertise in performing economic analysis on topics related to the statement of work, including the following: (1) environmental benefit-cost analysis and benefits valuation; (2) industrial organization; financial analysis; business decisionmaking; (3) statistics; econometrics; decisionmaking under uncertainty; (4) market incentives; economics of information; economics of innovation; international trade; (5) expertise with spreadsheet, statistical, database, and other software for performing economic analyses. (100)
  - (C) CHEMICAL INDUSTRY AND OTHER SECTORS. Expertise in the economics of the chemical industry and other sectors affected by OPPT actions; knowledge of chemical and biotechnology markets affected by TSCA; knowledge of data sources; expertise in conducting on-line searches for information; (70)
  - (D) PRODUCTION AND R&D PROCESSES. Expertise in developing engineering cost analyses of alternative approaches to pollution prevention and control, including, for example, chemical substitution, engineering controls, abatement methods, process changes, and containment of genetically engineered microorganisms. Expertise in analyzing company regulatory compliance programs, decision processes, and R&D processes; (50)
  - (E) SURVEYS. Expertise in developing and conducting limited interview programs (e.g. up to twenty interviews) and large surveys with sample sizes of up to one thousand. (20)
  - (F) WRITING, EDITING, PRESENTATIONS, AND MEETING TECHNICAL SUPPORT. Expertise in editing technical documents, using suitable report and presentation style, and conveying ideas clearly and logically; presenting clear oral briefings; providing analytical and other technical (as opposed to logistical) support for meetings on topics related to the Statement of Work, such as creation of draft agenda, informational materials, and proceedings summaries. Expertise with wordprocessing, desktop publishing, presentation packages, communications, and other software for preparing and communicating reports and briefings. (10)
- (3) The offeror will be evaluated on its Technical Approach to Sample Work Assignment 1. The response to the sample work assignment will be evaluated according to the following criteria: (100)

- (i) Clarity and appropriateness of discussion of key theoretical issues; creative development of analytical methodology. (20)
  - (ii) Clarity and appropriateness of discussion of data and other information needed and how it may be gathered; assessment of expected limitations of results in view of relevant practical and theoretical considerations, including data and budget limitations. Outline of steps that might be taken to improve results given the limitations. (60)
  - (iii) Appropriateness of tasks, hours, staff roles, and schedule proposed to complete the Work Assignment within time and resource constraints. Expertise and availability of the proposed Work Assignment project team. (20)
- (4) The offeror will be evaluated on its Technical Approach to Sample Work Assignment 2. The response to the sample work assignment will be evaluated according to the following criteria: (200)
- (i) Clarity and appropriateness of discussion of key theoretical issues; creative development of analytical methodology. (120)
  - (ii) Clarity and appropriateness of discussion of data and other information needed and how it may be gathered; assessment of expected limitations of results in view of relevant practical and theoretical considerations, including data and budget limitations. Outline of steps that might be taken to improve results given the limitations. (60)
  - (iii) Appropriateness of tasks, hours, staff roles, and schedule proposed to complete the Work Assignment within time and resource constraints. Expertise and availability of the proposed Work Assignment project team. TWO ALTERNATIVE, NON-OVERLAPPING TEAMS MUST BE IDENTIFIED FOR THIS SAMPLE WORK ASSIGNMENT. (20)

#### **M.4 EVALUATION FACTORS FOR AWARD**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

##### **(b) Technical Evaluation Criteria**

Each offeror's proposal (including the prime, subcontractor, and consultant performance capabilities and resources) will be technically evaluated in accordance with the evaluation criteria listed below. A maximum of 1,000 points will be distributed among the following technical criteria:

##### **(1) Past Performance (250)**

The offeror shall be evaluated on the extent to which it demonstrates, based on the past performance information provided in response to Section L, quality of past performance, timeliness of past performance, effectiveness of management, initiative in meeting requirements, response to technical direction, responsiveness to performance problems, compliance with cost estimates, and customer satisfaction, which are indicators of the degree of risk associated with its performance of this proposed contract. In the case of an offeror on which relevant past performance information is not available, the offeror may not be evaluated favorably or unfavorably on the fact of past contract performance and shall receive a neutral evaluation for this factor.

##### **(2) Expertise and Facilities (450)**

###### **(i) Company Qualifications and Experience (50)**

Offerors will be evaluated on the extent to which they demonstrate the corporate technical and managerial competence and experience of the prime contractor, subcontractor(s), and consultant(s).

###### **(ii) Facilities and Data Resources (30)**

Offerors will be evaluated on the extent to which they demonstrate (1) staff access to computer resources, communications networks, on-line database services, and other information resources, (2) capability to deliver detailed financial, progress, and technical reports in formats compatible with the Agency's evolving automated environment and (3) accessibility of corporate resources to this project, including geographic location and facilities for rapid transfer of communications and expert consultation.

(iii) Expertise and Availability of Proposed Project Manager and Deputy Project Manager.

The proposed Project Manager and Deputy Project Manager who are

identified to work on this contract will be evaluated based on the following criteria: (100)

- (A) MANAGEMENT EXPERTISE. Expertise in managing numerous research projects simultaneously, with each project requiring a team consisting of up to ten or more professionals with diverse expertise. Expertise in responding to changes in program priorities and schedules, and quick-turnaround assignments. (60)
- (B) TECHNICAL QUALIFICATIONS. Expertise relevant to the Statement of Work and similar projects. (40)
- (iv) Expertise and Availability of Proposed Project Staff (270)

Proposed personnel (other than the Project Manager and Deputy Project Manager) who are identified to work on the contract will be evaluated on the knowledge, background work experience and training in the following areas:

- (A) MANAGEMENT EXPERTISE. Expertise in successfully managing research projects requiring teams consisting of up to ten or more professionals with diverse skills and expertise. Expertise in responding to changes in program priorities and schedules, and quick-turnaround assignments. (20)
- (B) ECONOMICS. Expertise in performing economic analysis on topics related to the statement of work, including the following: (1) environmental benefit-cost analysis and benefits valuation; (2) industrial organization; financial analysis; business decisionmaking; (3) statistics; econometrics; decisionmaking under uncertainty; (4) market incentives; economics of information; economics of innovation; international trade; (5) expertise with spreadsheet, statistical, database, and other software for performing economic analyses. (100)
- (C) CHEMICAL INDUSTRY AND OTHER SECTORS. Expertise in the economics of the chemical industry and other sectors affected by OPPT actions; knowledge of chemical and biotechnology markets affected by TSCA; knowledge of data sources; expertise in conducting on-line searches for information; (70)
- (D) PRODUCTION AND R&D PROCESSES. Expertise in developing engineering cost analyses of alternative approaches to pollution prevention and control, including, for example, chemical substitution, engineering controls, abatement methods, process changes, and containment of genetically engineered microorganisms. Expertise in analyzing company regulatory compliance programs, decision processes, and R&D processes; (50)
- (E) SURVEYS. Expertise in developing and conducting

limited interview programs (e.g. up to twenty interviews) and large surveys with sample sizes of up to one thousand. (20)

- (F) WRITING, EDITING, PRESENTATIONS, AND MEETING TECHNICAL SUPPORT. Expertise in editing technical documents, using suitable report and presentation style, and conveying ideas clearly and logically; presenting clear oral briefings; providing analytical and other technical (as opposed to logistical) support for meetings on topics related to the Statement of Work, such as creation of draft agenda, informational materials, and proceedings summaries. Expertise with wordprocessing, desktop publishing, presentation packages, communications, and other software for preparing and communicating reports and briefings. (10)

- (3) The offeror will be evaluated on its Technical Approach to Sample Work Assignment 1. The response to the sample work assignment will be evaluated according to the following criteria: (100)
  - (i) Clarity and appropriateness of discussion of key theoretical issues; creative development of analytical methodology. (20)
  - (ii) Clarity and appropriateness of discussion of data and other information needed and how it may be gathered; assessment of expected limitations of results in view of relevant practical and theoretical considerations, including data and budget limitations. Outline of steps that might be taken to improve results given the limitations. (60)
  - (iii) Appropriateness of tasks, hours, staff roles, and schedule proposed to complete the Work Assignment within time and resource constraints. Expertise and availability of the proposed Work Assignment project team. (20)
- (4) The offeror will be evaluated on its Technical Approach to Sample Work Assignment 2. The response to the sample work assignment will be evaluated according to the following criteria: (200)
  - (i) Clarity and appropriateness of discussion of key theoretical issues; creative development of analytical methodology. (120)
  - (ii) Clarity and appropriateness of discussion of data and other information needed and how it may be gathered; assessment of expected limitations of results in view of relevant practical and theoretical considerations, including data and budget limitations. Outline of steps that might be taken to improve results given the limitations. (60)
  - (iii) Appropriateness of tasks, hours, staff roles, and schedule proposed to complete the Work Assignment within time and resource constraints. Expertise and availability of the proposed Work Assignment project team. (20)

W5001127B

**M.5 EVALUATION OF CONFLICT OF INTEREST PLAN**

The conflict of Interest Plan described in the Section L provision entitled "Submittal of Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the evaluation factors for award, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for award.

ATTACHMENT 1

ATTACHMENT 1 STATEMENT OF WORK

## STATEMENT OF WORK

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Performance of work under this contract shall be initiated by Work Assignments issued by the Contracting Officer. The contractor shall supply the necessary labor, materials and facilities required for performance of each individual work assignment.

## BACKGROUND AND PURPOSE

OVERVIEW. This contract provides for economic information collection and analysis in support of EPA's Office of Pollution Prevention and Toxics (OPPT) mission to protect the environment from chemical hazards.

OPPT requires contractor preparation of economic analyses to support its promotion of voluntary pollution prevention and its decisionmaking under environmental laws. These laws include, but are not limited to, the Toxic Substances Control Act (TSCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), and the Pollution Prevention Act.

OPPT requires contractor support in preparing market and industry profiles, use and substitutes analyses, benefit-cost and cost-effectiveness analyses, and assessments of economic impacts on specific groups and economic variables (e.g. small businesses, innovation). The contractor may be called upon to assess many different program areas and types of actions, including rulemakings, negotiated rulemakings, use of economic incentives, and Agency outreach to encourage voluntary pollution prevention.

VOLUNTARY PROGRAMS. OPPT works with industry, government and tribal entities, citizen groups, and the public to encourage voluntary actions to protect the environment from toxic chemicals, and to encourage pollution prevention as a standard business practice. Its Design for the Environment (DfE) program promotes voluntary incorporation of environmental concerns at the design stage. To support such efforts, OPPT requires information on private and social costs and benefits of various technologies, and on how to best stimulate development and use of environmentally safe technologies. It also requires support in communicating pollution prevention information to industry and the public.

PRIORITY SETTING AND RISK MANAGEMENT SCREENING. The Agency

requires economic information for support in setting priorities among individual chemicals, and among clusters of chemicals grouped in various ways, such as by use or industry. OPPT screens existing chemicals through a two-stage process: Risk Management 1 (RM1) screening, and Risk Management 2 (RM2) screening. The Agency requires quick turnaround economic and market profiles for chemicals that are in various stages of this RM process. The Agency also requires economic models, methodologies, and information that help it incorporate economic considerations in setting priorities.

**TOXIC SUBSTANCES CONTROL ACT.** The Toxic Substances Control Act (TSCA) allows the Administrator to regulate chemical substances in order to reduce unreasonable risks to human health or the environment. The Office of Pollution Prevention and Toxics (OPPT) conducts activities under TSCA.

Under Section 4 of TSCA, the Agency may order testing of existing chemicals. In order to evaluate possible Test Rules, the Agency needs information on the chemical manufacturers, the market, substitutes, cost of testing and related information.

Under Section 5 of TSCA, chemical manufacturers and importers are required to submit a Premanufacture Review Notice (PMN) to the Agency 90 days before commencement of commercial manufacture or import of a new chemical or "new" microorganism. The Agency then has 90 days (extendable to 180 days) to review the chemical notice. In its decisionmaking, the Agency must consider both risk to health and environment and costs of regulatory options. The Agency requires economic analyses in support of PMN reviews and other Section 5 rulemaking, including Significant New Use Rules (SNURs). Many of these analyses will require quick turnaround (under 10-day) performance.

Under Section 6 of TSCA, EPA may regulate chemicals on the TSCA Inventory ("existing chemicals") through use of economic incentives to reduce environmental externalities; bans or limitations on uses; requirements for warnings, recordkeeping, monitoring, or testing; and restrictions on method of use and disposal. It may also promote voluntary actions to reduce risks. The Agency requires economic analysis of social costs and social benefits to support such actions.

Under Section 8 of TSCA, reports and recordkeeping may be required by the Agency, including reporting to update the TSCA Inventory of chemical substances, and reporting under the Comprehensive Assessment Information Rule (CAIR), the Preliminary Assessment Information Rule (PAIR), the Health and Safety Data Reporting Rule (HSDR), and other chemical-specific rules. To

evaluate the burden that such information reporting rules may place on industry, the Agency needs information showing how companies and markets will be affected by these requirements.

TSCA Section 12(b), on Export Notification, TSCA Section 21 (Citizens Petitions), and other sections of TSCA may also be involved for the evaluation of additional regulations and other activities yet to be identified.

LEAD-BASED PAINT HAZARDS. Title IV of TSCA was created by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992). Under TSCA Title IV, the Agency conducts rulemakings to reduce hazards, especially to children, from lead-contaminated soil and dust in and around dwellings, and from lead-based paint on buildings, bridges, and other structures. The Agency requires analysis of the social costs and benefits of actions under this Act.

AHERA. Under the Asbestos Hazard and Emergency Response Act of 1986 (Title II of TSCA), the Agency requires support for projects such as evaluation of the cost and risk reduction effectiveness of training asbestos abatement workers.

EPCRA. Title III of the Superfund Amendments and Reauthorization Act (SARA) is the Emergency Planning and Community Right-to-Know Act (EPCRA). OPPT is the lead program office for implementing EPCRA Section 313 which includes generating the Toxic Release Inventory (TRI) of emissions of listed toxic substances. To support rulemakings under EPCRA, the Agency requires economic analysis of the effects of changes in TRI coverage. It also requires support for non-regulatory activities, such as providing improved information based on TRI data.

GENERAL. In order to perform these analyses, the contractor may have to develop novel methodologies and procedures for the collection, analysis, and interpretation of information, and review programs where the contractor has little previous experience. Some support will be required on a fast turn-around basis (of 8 to 40 hours).

Economics, econometrics, statistics, business administration, and public policy expertise is required for this contract. In addition, some chemistry, toxicology, biology, engineering, industrial hygiene, risk assessment, epidemiology, environmental fate, ecology, biotechnology, agronomy, expertise in methods of generating reports compatible with the Agency's automated environment, and other scientific/engineering expertise

may be required in support of the economic studies; however, this contract is not intended to support scientific/engineering work for its own sake.

## TASKS

The contractor shall perform economic analysis and related activities. When collecting information or interacting with the public, contractor personnel shall identify and introduce themselves as representing their own firm under contract to EPA. While at EPA-sponsored meetings, contractor employees shall wear badges and identify themselves as contractor employees to those in attendance at the meetings. All contractor work products generated under the contract will be reviewed by EPA prior to use or distributions. In addition, EPA will make all final decisions regarding contractor recommendations, analyses, options, assessments, studies, options, etc. The work to be performed is described in the tasks stated below.

### TASK 1. CHEMICAL SECTOR ANALYSIS

The contractor shall provide in-depth market and economic profiles of chemical, biotechnology and mineral sectors, of chemical using sectors, and of individual firms. These profiles shall cover both the current situation and trends in the following areas:

- 1.1 Products and market structure, including market participants, products, product applications, production/import/use volumes, prices, product sales, exports and imports, number and size of establishments, location of establishments, market shares;
- 1.2 Performance, including profits and other financial measures, competition, R&D and innovation, industry cooperative efforts, environmental practices, existing regulations, environmental liability, possible sources of market failure pertinent to environmental risks;
- 1.3 Profiles of firms and other establishments (for example, government agencies, hospitals, and universities) that produce or use toxic chemicals.

### TASK 2. CHEMICAL USE AND SUBSTITUTES ANALYSIS

The contractor shall prepare analyses of current and potential new uses of identified chemicals (including microorganisms), products, or processes of concern, and of substitutes for the identified substance or process. These analyses shall cover "use clusters" (chemicals grouped by use) as well as individual chemicals, and shall include the following items:

2.1 USES AND NEW USES. For each identified product or process, perform the following tasks:

- 2.1.1 Describe all existing and potential new uses of the product/process.
- 2.1.2 For each use identified, describe the desirable properties or functional features of the product/process of concern, including desirable properties of the end product which are attributable to the product/process of concern.
- 2.1.3 Describe supply and demand characteristics of the market for each identified use.
- 2.1.4 Project future market(s), production volumes, and prices over the market life of the product/process. For new (PMN) chemicals, project the potential market price in the intended use and assess the reasonableness of the PMN submitter's estimated production volume.
- 2.1.5 Evaluate the technical and economic feasibility of each potential new use, and the likelihood that the product/process will be used in each potential new use. For PMN chemicals to be imported, determine the potential for eventual domestic manufacture.

2.2 SUBSTITUTE PRODUCTS AND PROCESSES. For each identified product or process, perform the following tasks:

- 2.2.1 Identify substitutes for each use of the product/process of concern and its end use products, and alternatives that may indirectly reduce the use of a particular product.
- 2.2.2 Compare performance of the product/process of concern with the alternatives, over the life of the product/process. Take into account functional behavior (e.g. based on chemical structure, genotype/phenotype), desired properties (use level, reactivity, viscosity, etc.) in end-use applications, and environmental/safety effects;
- 2.2.3 Estimate costs of substitution by comparing costs of the product/process of concern with costs of alternatives (including both one-time and ongoing costs). For PMN chemicals, project the market

price based on raw materials cost and synthesis steps or other information.

- 2.2.4 Evaluate the overall cost and feasibility of replacing a product or process.

- 2.3 PMN USE INFORMATION. For each PMN submitted to EPA, the contractor shall prepare a PMN summary sheet with information from the PMN and the EPA-assigned code for claimed uses. The contractor will use the summary sheets to update an information base, and shall provide reports from that information base.

### TASK 3. COST AND COST-SAVINGS ANALYSIS

The contractor shall estimate costs, cost-savings, and burden hours that might result from regulatory and non-regulatory Agency actions, and from state/local government and voluntary programs that address environmental concerns. The contractor shall assess costs and cost savings for chemical sector firms, non-chemical sector firms, non-profit organizations, state and local government entities, tribal organizations, demographic groups, individuals, and others affected by Agency actions. The contractor shall describe baseline costs as well as cost changes that could result from Agency actions.

The contractor shall also develop standardized cost estimates and economic models to facilitate cost analysis. Cost estimates shall include dollars and hours by labor categories, fringe benefits, materials, overhead, General and Administrative (G&A) and other relevant cost elements. Required work shall include estimating the following:

- 3.1 Effects of Agency actions on business and consumer behavior (descriptions of baseline behaviors; effects of Agency actions on use levels, substitutions, materials, protective measures, processes, disposal practices, training, labeling, testing, etc.).
- 3.2 Private sector and government rates for various labor categories; escalation factors to account for inflation; fringe benefit rates; G&A and overhead rates.
- 3.3 Costs of bans, limitations, and economic incentives (such as user fees) on production, processing, use or importation, including substitution costs.

- 3.4 Costs of testing (following published TSCA guidelines or other test guidelines) for health effects, environmental effects, or chemical fate. Costs of other testing and monitoring, including monitoring microorganisms in contained use or field releases.
- 3.5 Costs or cost-savings from modifications to products, production processes (e.g., to reduce the level of a residual or contaminant), engineering controls, personal protective equipment, transport, and disposal. Estimate cost-savings from reduced energy, materials, or disposal.
- 3.6 Cost or cost-savings from recordkeeping, reporting, and labeling, training, and other hazard communication.
- 3.7 Governmental costs of enforcement, outreach, and other implementation. Estimate compliance levels associated with alternative enforcement/outreach programs.

#### TASK 4. BENEFITS AND HEALTH/ENVIRONMENTAL EFFECTS

The contractor shall identify and analyze (quantify and monetize, if possible) changes in environmental protection and human health that might result from regulatory and non-regulatory Agency actions, or from state/local government and voluntary programs that address environmental concerns. The contractor shall also develop general methods, economic models, and background information for assessing the economic value of health/environmental effects. Required work shall include analyzing the following:

- 4.1 Baseline chemical risks. Methods for ranking environmental risks and tracking changes in environmental risks over time. For example, the contractor may be asked to refine an economic model that provides comparative risk indicators for chemicals reported on the Toxic Release Inventory ("TRI Indicators model").
- 4.2 Business and consumer behavior changes resulting from Agency actions (changes in use levels, substitutions, materials, protective measures, processes, disposal practices, training, labeling, testing, etc.).
- 4.3 Qualitative and quantitative effects of changed behavior for environmental and health exposure and risks. Ecological effects. Effects by ecosystem,

geographical location and demographic group. Changes in severity or length of human illness (morbidity) and mortality.

- 4.4 Valuation of health and environmental effects. The contractor shall develop new methods of valuing ecological and health benefits of risk reduction. For example, better methods are needed for (a) comparing dissimilar risks such as cancer versus birth defects; (b) valuing harm to entire ecosystems; (c) valuing long-term, irreversible harm, taking into account considerations of intergenerational equity; and (d) valuing benefits of environmental quality to survival and growth of industries dependent on environmental quality.
- 4.5 Timing of health and environmental impacts and incidence of effects by socio-economic groups, other subpopulations, and geographical area.

## TASK 5. COST-BENEFIT AND COST-EFFECTIVENESS ANALYSIS

The contractor shall prepare cost-benefit and cost-effectiveness analyses that compare the social costs and benefits of implementing regulatory and non-regulatory options. The contractor shall also prepare special studies that develop underlying methods, economic models and information needed for cost-benefit and cost-effectiveness analyses.

- 5.1 The contractor shall prepare cost-benefit and cost-effectiveness analyses that cover at least the following factors:
  - 5.1.1 Market profile, production, uses, substitutes, existing regulations; definition of the problem; risk summary, discussion of market failures and how regulatory options address market failures;
  - 5.1.2 Likely industry and consumer responses to Agency actions, including adoption of environmentally safer technologies; effects on production and price of the regulated chemical and its end products, and of substitute chemicals, end-products, and methods;
  - 5.1.3 Costs, benefits, and net benefits; sensitivity analyses, uncertainty analysis;
  - 5.1.4 Incidence and other impacts of costs and benefits: impacts on small businesses; impacts by demographic group (environmental justice considerations), geographical location, and ecosystem; state/local and tribal entities impacts. Impacts on international trade and competitiveness, innovation, employment (e.g. plant closures).
- 5.2 The contractor shall prepare special studies on topics related to both cost and benefits analyses. Following are examples of special study topics:
  - 5.2.1 Alternatives to traditional command-and-control agency actions such as user fees and other economic incentives, agency announcement of concerns about a substance, industry cooperative efforts to reduce pollution.

- 5.2.2 Business and consumer decisionmaking: What motivates business to obey or exceed requirements, based on review of the management/business as well as economics literature. Economics of information; effects of hazard communication and other information on business and consumer behavior.
- 5.2.3 Innovation: How Agency actions affect incentives and flexibility to develop new environmentally-friendly technologies, and effects of environmental regulation on the general level of innovation.
- 5.2.4 Appropriate discount rates, time frames, baselines for analysis;
- 5.2.5 Uncertainties: Statistical and other approaches for quantifying and describing uncertainties in the cost-benefit analysis;
- 5.3 The contractor shall develop and modify economic models, and shall produce economic reports based on these models. For example, models may be required that simulate impacts of agency actions on industry sectors.

#### TASK 6. PRODUCE ECONOMIC SUPPORT DOCUMENTS

The contractor shall produce economic analyses, subject to EPA review and approval to support the preparation of documents used in OPPT rulemaking and non-rulemaking activities, including Agency outreach efforts to promote pollution prevention. Contractor work products shall support at least the following documents:

- 6.1 Economic Assessment and Economic Analysis;
- 6.2 Regulatory Flexibility Act Analysis;
- 6.3 Paperwork Reduction Act Analysis; Information Collection Request (ICR) burden estimates;
- 6.4 Test rule economic analyses;
- 6.5 PMN summary sheets and standard reviews economic analyses;
- 6.6 Significant New Use Rules (SNURs) economic analyses;

- 6.7 RM1, RM2, and post-RM2 economic reports;
- 6.8 Industry profiles;
- 6.9 Use and Substitutes analyses;
- 6.10 Use cluster analyses;
- 6.11 Source Reduction Review Project (SRRP) economic reports;
- 6.12 Section 8 PAIR, CAIR, and HSDR rule economic analyses;
- 6.13 TSCA Section 21 Petitions economic analyses;
- 6.14 Section 313 (TRI) Listing/Delisting Petition reports;
- 6.15 TRI Chemical Fact Sheets;
- 6.16 Cleaner Technology Substitutes Assessments (CTSA).

These reports must be prepared in accordance with the appropriate statutory requirements, executive orders, and/or EPA guidelines. Unless otherwise requested by the WAM, they shall be prepared following the OPPT document layout format and provided in a format compatible with the Agency's automated environment.

#### TASK 7. DEVELOP AND CONDUCT SURVEYS

The contractor shall conduct surveys in support of OPPT economic analysis. When collecting information, contractor personnel shall identify and introduce themselves as representing their own firm under contract to EPA. The tasks shall include:

- 7.1. Development of a survey plan. Draft a survey plan that describes in detail the purpose of the survey, the sampling plan, and the plan for analysis. Recommend efficient methods for inputting large amounts of handwritten or other information into a format compatible with the Agency's automated environment.
- 7.2. Prepare the survey instrument. Solicit guidance from EPA staff, draft the survey instrument (e.g., written or telephone questionnaire), obtain comments from the appropriate review parties (EPA staff, potential respondents, etc.), and, with the approval of the WAM, develop the final instrument.

- 7.3. Pre-test the survey instrument. Perform a pre-test of the survey instrument on a sample of nine or fewer respondents. The purpose of the pre-test is to evaluate the clarity of the survey instrument's directions and questions, the response rate, the quality of responses, and the time and resources needed to respond.
- 7.4. Prepare draft approval documents. Prepare draft documents and assemble draft clearance packages containing the cost and burden hours information, forms and justifications required by EPA for their review and approval in connection with the Paperwork Reduction Act.
- 7.5. Conduct the survey. Draw a statistically valid sample, train interviewers (when needed), and perform other tasks necessary to complete the survey successfully.
- 7.6. Analyze survey results and report finding. Analyze the survey information according to the survey plan in accordance with statistically valid techniques and report the findings in a form appropriate for further analysis or decision-making.

TASK 8. PROVIDE GENERAL RESEARCH AND OTHER PERFORMANCE

The contractor shall provide general research and other performance to support economic analysis of Agency regulatory and non-regulatory actions and Agency communication of results of its economic analysis. However, the contractor shall not prepare any EPA policy documents, budgets, congressional testimony, or Freedom of Information Act responses. General research and other performance shall include review of programs with which the contractor may have had little, if any, previous experience. Some of this work shall be on a quick turn-around basis. This category of tasks shall include the following:

- 8.1 Information collection. Contact manufacturers or processors for information, search for published or unpublished information from industry, academia or other sources. In collecting information, contractor personnel shall identify and introduce themselves as representing their own firm under contract to EPA.
- 8.2 Review and comment on numerical and other information. For published reports, internal Agency documents, documents prepared by other organizations, or other written materials, the contractor shall: (a) quickly

analyze numerical and other information using such standard statistical and economic tools as regression, linear programming, etc; (b) summarize the relevant numerical and other information; (c) evaluate the quality of numerical and other information, methodology or conclusions; (d) describe the economic implications of the material for OPPT's programs; and (e) submit draft products and incorporate WAM comments into a final product.

- 8.3. Summarize and analyze public comments on economic or regulatory impact analyses. In preparing analyses, the contractor shall not interpret EPA policy.
- 8.4 Summarize and analyze information. Abstract and evaluate information from reports collected under TSCA, EPCRA, or other environmental statutes, and present technical material in brochures and other documents intended for lay audiences.
- 8.5 Briefings. Prepare and present briefings and workshops to communicate economic analytical methods and results of economic analyses, including preparation of manuals, visuals, and other training materials. EPA will review all briefing, training and workshop materials and manuals prior to their use.
- 8.6 Conduct independent technical peer reviews of documents on costs and benefits of environmental actions, when requested to do so in Work Assignments issued by the Contracting Officer. The peer reviews shall be conducted in a manner consistent with Agency procedures and any applicable legal requirements. (These are in addition to the contractor's normal internal reviews.)
- 8.7 Provide support for the technical (e.g. economics, scientific, engineering) aspects of meetings related to economic impacts of Agency actions. While at EPA-sponsored meetings, contractor employees shall wear badges and identify themselves as contractor employees to those in attendance at the meetings. The work shall include the following tasks:
  - 8.7.1 Develop a list of agenda topics from which the WAM will select topics for the conference.
  - 8.7.2 Develop a draft list of speakers, exhibitors, and/or other participants, from which the WAM will select speakers/exhibitors/participants.

- 8.7.3 Prepare technical information to be included in brochures, handouts, presentation visuals, and other meeting materials. EPA will review all such information and meeting materials prior to their use.
- 8.7.4 Provide a technical facilitator with knowledge of the substantive topics.
- 8.7.5 Document proceedings by preparing draft conference proceedings and incorporating the WAM's comments into the final product.

ATTACHMENT 2

ATTACHMENT 2 REPORTS OF WORK

## Attachment 2.1

## WORKPLANS

Unless otherwise specified in the Work Assignment Action, within 15 calendar days after receipt of a Work Assignment Action, the Contractor shall submit the number of copies listed below of a Work Plan (or revised work plan).

If approved by the Project Officer, copies for the Project Officer and Work Assignment Manager may be submitted by fax or electronic mail, followed by hard copy. Unless otherwise specified by the Project Officer, the workplan shall be submitted in electronic form compatible with Agency's automated tracking systems as well as in print form.

Unless otherwise specified in the Work Assignment Action, the workplan shall include the following:

- a. the Work Assignment Action receipt date, and the date by which the contractor must stop work if the Work Plan is not approved by the Contracting Officer;
- b. a description of the Work Assignment and of the methods and technical approach to be taken to complete the Work Assignment;
- c. an estimated schedule for completion;
- d. a list of the people proposed to be assigned to the project, with an estimate of the time to be spent by each person on each task, their Professional or Technical level, their role in the Work Assignment, and a synopsis of their qualifications;
- e. a clear and detailed cost and hours estimate, for the Work Assignment as a whole and for the Work Assignment Action, broken out by cost element and by Federal fiscal year;
- f. a conflict of interest certification in accordance with EPAAR 1552.212-71 Alt 1.
- g. standard cover sheet(s), provided by the Project Officer, containing the name and phone of contractor's manager for

the Work Assignment, hours previously approved by the Contracting Officer for this WA, workplan date, and/or other information, identified by the Project Officer, from the Work Plan or Work Assignment Action. The cover sheet may be a Work Plan approval form designed by the Agency.

The contractor shall submit recommended revisions to the work plan described above (or an original work plan, if none was previously submitted) (a) when directed by the Project Officer or Work Assignment Manager pursuant to the clause entitled "Technical Direction," or (b) when the contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every recommended increase in approved Level of Effort or addition of new tasks shall be approved by the Contracting Officer prior to implementation by the contractor. Other changes shall be approved by the WAM prior to implementation by the contractor.

No. of Copies	Addressee
-----	-----
1	Contracting Officer
1	Project Officer
1	Work Assignment Manager

The Contracting Officer may redirect his or her copy to another addressee.

## Attachment 2.2

## MONTHLY TECHNICAL AND FINANCIAL PROGRESS

The Contractor shall furnish the number of copies listed below of a combined monthly technical and financial progress report briefly stating the progress made.

Specific discussions for each Work Assignment shall cover the following topics:

- (1) work assignment purpose, summary of activities, explanation of unusual costs, deliverables prepared during the reporting month including titles of major reports, actual or anticipated problems and remedial actions, including needed Agency actions;
- (2) anticipated activity during the subsequent reporting period, including anticipated hours and costs;
- (3) personnel changes and a list of personnel labor categories and hours invoiced for the reporting period;
- (4) an estimate of cumulative "trailing" subcontractor total hours and costs that have been incurred by the subcontractor but not yet reported as current costs;

In addition, the monthly progress report for each work assignment shall contain a standardized cover sheet, in a format provided by the Project Officer, with identifying information filled in by the contractor. The cover sheet may be an approval form for WAMs designed by the Agency.

The monthly progress report shall specify financial status at the CONTRACT level as follows.

- (1) Clear and detailed information on cumulative costs and labor hours, broken out by Federal Fiscal Year, expended from the effective date of the contract through the last day of the current reporting month. Include costs by major categories such as labor, travel, communications, computer, reproduction, subcontracts, and consultants. Include labor hours and dollars by labor category. The charges for each subcontract shall be further detailed in a supporting statement showing the major cost elements for each subcontract.

(2) Actual costs and direct labor hours expended during the current reporting month, including costs by major categories.

(3) Workplan costs and direct labor hours, including costs by major categories; estimated costs and Level of Effort hours required to complete work assignments.

(4) A summary, by month, of current and cumulative invoiced hours and costs.

(5) A summary, by work assignment, of total cost and LOE hours, by Federal fiscal year, for work plan budgets, current reporting month costs, cumulative costs, and estimated costs and LOE hours required to complete work assignments. Include budgetted and cumulative average costs per LOE hour.

(6) A summary of cumulative costs and current costs by cost element and work assignment,

(7) Average cumulative costs per LOE hour for the prime contractor, each subcontractor, and the overall contract; and the average current cost, average workplan estimated cost, and negotiated contract average cost for the current contract period.

The monthly progress report shall specify financial status at the WORK ASSIGNMENT level as follows:

(1) Clear and detailed information on cumulative costs and labor hours, actual costs and hours for the current reporting month, and workplan costs and hours, at the level of detail specified above for the overall contract.

(2) A summary, by month, of current and cumulative invoiced hours and costs.

(3) Average cumulative costs per LOE hour for the prime contractor, each subcontractor, and the overall work assignment; and the average current cost and average workplan estimated cost.

The reports shall be submitted to the following addressees on or before the 15th of each month following the first complete calendar month of the contract. Distribute reports as stated below. The Project Officer may redirect reports to other addressees, request fewer copies of reports, or specify that one

or more copies be delivered in a form compatible with the Agency's automated environment.

Monthly progress and financial reports - contract level

Addressee -----	Number of Copies -----
Contracting Officer	1
Project Officer	6

ENDFIELD

Monthly progress and financial reports - WA details

Addressee -----	Number of Copies -----
Contracting Officer	1
Project Officer	1
Work Assignment Manager	1
Alternate WAM	1

## Attachment 2.3

## OTHER REPORTS AND NOTIFICATIONS

The contractor shall submit the following reports and notifications.

(1) At the beginning of each contract period, with the first Monthly Progress report, the contractor shall submit a Contract Data Sheet with information on contract size, period, and personnel, such as contract number and title; company name, address, phone, and fax for each major site; name, phone, fax, and email addresses for the contractor's Project Manager, TSCA CBI Document Control Officer(s), and other important contacts; and a list of approved subcontractors. The Data Sheet shall also include, for each contract period, the start and end dates, dollar value and hours for the base and optional Level of Effort; maximum dollars and hours, and negotiated average rate; and total cost and average cost/LOE hour for completed contract periods. The Data Sheet shall also identify major Agency contacts such as the Contracting Officer and Project Officer. The contractor shall update this data sheet as needed to reflect changing information.

(2) Contractor shall promptly notify the Work Assignment Manager whenever incurred hours or costs (including unbilled costs) exceed 75% of approved hours or costs, or if the estimated cost to complete the work assignment will exceed the approved workplan budget or approved hours.

(3) At the conclusion of each work assignment, the contractor shall submit all books, reports and software purchased under the work assignment. Also, unless otherwise stated by the Work Assignment Manager, at the conclusion of each work assignment, the contractor shall submit copies of background information, data and analyses used in the preparation of the reports, including referenced articles, relevant pages from books and reports, survey questionnaires, trip reports, telephone conversation notes, correspondence, company product literature, disk copies of final reports, and disk copies of spreadsheets, databases and programs created under the work assignment.

(4) At the conclusion of each work assignment, the contractor shall submit to the Project Officer, two copies of the final report(s) from the work assignment in a form compatible with the Agency's automated environment.

(5) At the conclusion of each work assignment, the contractor shall submit to the Project Officer a brief summary of the major

findings from that work assignment. It shall be no more than one side of one page and shall include at least the following information: report title; whether the report is "draft" or "final"; report date; contract number; prime contractor; work assignment number; Agency work assignment manager; Agency program office sponsor; page count; whether the report contains Confidential Business Information; abstract; key words/descriptors; and publication citation if known (for example, an Agency publication or docket number).

(6) At the conclusion of each contract period, the contractor shall submit an updated bibliography of major reports prepared under the contract from its inception, including at least the primary deliverable for each Work Assignment. The bibliography shall be provided in hard copy and in a format compatible with the Agency's automated environment. Each entry shall be no more than one side of one page and shall include the information listed above for individual work assignment summaries.

ATTACHMENT 3

ATTACHMENT 3 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST  
(COI) PLANS

## ATTACHMENT 3

MINIMUM STANDARDS FOR EPA CONTRACTORS'  
CONFLICT OF INTEREST (COI) PLANS

## A. CORPORATE STRUCTURE

The plan shall describe any parent company relationship and list all affiliates and subsidiaries that do environmental work. Generally, this need not exceed three corporate tiers. The plan shall be updated annually if there are any changes.

## B. SEARCHING AND IDENTIFYING COI

The COI plan shall include a requirement describing when a COI search must be performed and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all sites and all clients for who work was performed over the last three years, all current work, and any future work reflected in on-going marketing proposals. Although OFPP Letter 89-1 has limited record searches to more than 36 months, EPA recommends that a company search as many years back as its records cover.

## C. DATA BASE

The plan shall require a data base that includes all necessary information for a contractor to review its past work, work in progress and work the company may be pursuing under any on-going marketing proposals. The data base shall contain, at a minimum, the following information and capabilities: (1) a list of the past sites a contractor has worked on, (2) a list of the site name or names related to any work performed, (3) a list of the company's past and current commercial and public clients, (4) a description of the type of work that was performed and any other pertinent information, and (5) the ability to search and retrieve the information in the data base. If applicable, the COI plan shall include provisions for supplemental searches of a parent's affiliates' or subsidiaries' records. The plan shall also describe cross checks used by the contractor when searching COI issues.

The plan shall require that new work received by the company is promptly added to the data base, and describe the process by which it is entered and maintained.

## D. PERSONAL CERTIFICATION

The plan shall require that ALL employees of the company performing work on this requirement to sign a certification. The certification shall require, at a minimum, that the individual agrees to report to the proper authority, as identified by the company, any personal COI the individual may have on any work that may result in an actual, apparent, or potential COI. It should also certify that the individual has read and understands the company's COI plan and procedures. The certification for each employee shall be retained by the company.

E. WORK ASSIGNMENT (WA), TECHNICAL DIRECTION DOCUMENT (TDD), OR DELIVERY ORDER (DO) CERTIFICATION

The plan shall describe the process the company requires for submission of its WA/TDD/DO COI certification.

F. ANNUAL CERTIFICATION

The plan shall describe the process the company requires for submission of its annual COI certification.

G. NOTIFICATION AND DOCUMENTATION

The plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of any conflicts).

The plan shall clearly identify the process that is required when notifying the EPA of any actual, apparent, or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate COI. In addition, a contractor shall document all COI searches related to EPA work whether or NOT an actual, apparent or potential COI has been identified.

H. TRAINING

The plan shall require all employees to receive COI training and that they receive COI awareness training at least annually. The company's COI plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI plan. In addition, contractors are encouraged to routinely disseminate to their employees current COI information.

ATTACHMENT 4

ATTACHMENT 4 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS MODEL  
SUBCONTRACTING PLAN OUTLINE

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS  
MODEL SUBCONTRACTING PLAN OUTLINE\*

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \_\_\_\_\_

Period of Contract Performance (MO & YR) \_\_\_\_\_

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan". The following is a suggested model for use when formulating such subcontracting plans. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "Subcontract" as used in this clause, means any agreement (other than one involving an employer-employee relationship entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan

Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

2. Goals

State separate dollar and percentage goals for small business concerns and small disadvantaged business concerns as subcontractors as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting; i.e., with all types of organizations under this contract: \$ \_\_\_\_\_ and \_\_\_\_\_%.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: \*\$ \_\_\_\_\_ and \_\_\_\_\_%.

- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.
- D. Total estimated dollar value and percentage of planned subcontracting with women owned small business concerns: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.
- E. Total estimated dollar value and percentage of planned subcontracting in Labor Surplus areas: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.
- F. Total estimated dollar value and percentage of planned subcontracting with Historically Black Colleges and Universities: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.

(\* expressed as a percentage of "A")

3. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them (i.e., Large Business (LG), Small Business (SB), Small Disadvantaged Business (SDB))

(check all that apply)

Subcontracted Product/Service	LG
SB                                  SDB	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	

(Attach additional sheets if necessary)

4. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals: in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined. Include any source lists used in the determination process.)

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5. Indirect costs have been \_\_\_\_\_ have not been \_\_\_\_\_ included in the dollar and percentage subcontracting goals stated above. (Check one)

6. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business and small disadvantaged business concerns.

7. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. For example, duties may include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns; and assure that small and small disadvantaged businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;

- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small and small disadvantaged businesses;
- E. Make arrangements for the utilization of various sources for the identification of small and small disadvantaged businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS);
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
- H. Ensure small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,
- M. Other duties \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 8. Equitable Opportunity

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
  - 1. Contacting minority and small business trade associations;
  - 2. Contacting business development organizations;
  - 3. Attending small and minority business procurement

- conferences and trade fairs;
  - 4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS); and
  - 5. Newspaper, magazine ads which encourage new sources.
- B. Internal efforts to guide and encourage purchasing personnel:
- 1. Presenting workshops, seminars, and training programs;
  - 2. Establishing, maintaining, and using small and small disadvantaged business source lists, guides, and other data for soliciting subcontracts; and
  - 3. Monitoring activities to evaluate compliance with the subcontracting plan.
- C. Additional efforts: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### 9. Flow Down Clauses

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 19.704(a)(4)).

#### 10. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", and SF 295, "Summary Subcontract Report", in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SFs 294 and 295.

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct 1 - Mar 30	SF 294	Apr 30
Apr 1 - Sep 30	SF 294	Oct 30
Oct 1 - Sep 30	SF 295	Oct 30

#### ADDRESSEES:

- (a) SF 294 to be submitted to cognizant Contracting Officer
- (b) SF 295 to be submitted to:

U.S. Environmental Protection Agency  
Office of Small and Disadvantaged Business Utilization  
401 M Street, S.W. (1230C)  
Washington, D.C. 20460

#### 11. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. Small and small disadvantaged business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small and small disadvantaged business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$10,000 which indicate for each solicitation (1) whether small business concerns were solicited; and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reason for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contracts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance;
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.); and
- G. Additional records: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This subcontracting plan was submitted by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Phone No.: \_\_\_\_\_

ATTACHMENT 5

ATTACHMENT 5 PAST PERFORMANCE FORM

## PAST PERFORMANCE QUESTIONNAIRE

**Name of Offeror:** \_\_\_\_\_

**Contract Information**  
(supplied by offeror in proposal)

**Name of Contractor:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_ **Contract Value:** \_\_\_\_\_

**Type of Contract:** \_\_\_\_\_ **Period of Performance:** \_\_\_\_\_

**The ratings below are supplied by the contractor identified above, NOT the offeror.**

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				

8. Customer Satisfaction				
9. Overall Performance				

## 10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

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## 11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

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## 12. Please identify any corporate affiliations with the offeror.

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13. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

## 14. Information provided by:

_____ Name	_____ Mailing Address (Street and P.O. Box)
_____ Title	_____ City, State and Zip Code
_____	_____

Time of Call

Telephone and Fax Numbers

15. Questionnaire completed by:

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Name of EPA Employee

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Signature of EPA Employee

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Title

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Date Questionnaire Completed

Attachment 2

**Client Authorization Letter**

Attachment 2

**Client Authorization Letter**

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. \_\_\_\_\_ for the procurement of \_\_\_\_\_. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
(offeror's point-of-contact)

Sincerely,